

# HM JOINT VENTURE

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

0100314050

## VIA AIR COURIER

July 18, 1994

RECORDATION NO. **18288-A** FILED 1425

JUL 20 1994 -3 10 PM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee  
Recordations Unit  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, DC 20423

LICENSING BRANCH

JUL 20 3 07 PM '94

RE: Lease of Railroad Equipment dated as of April 1, 1993  
("Lease"), between HM Joint Venture and Arch Coal Sales  
Company, Inc., as assignee of Arch Transportation  
Corporation

Dear Ms. Lee:

On behalf of HM Joint Venture, I submit for filing and recording,  
under 49 U.S.C. Section 11303(a) and the regulations promulgated  
thereunder the following document:

Two (2) fully executed originals of Amendment No. 1 dated  
May 5, 1994 to the Lease ("**Amendment No. 1**") between HM  
Joint Venture and Arch Coal Sales Company, Inc., as assignee  
of Arch Transportation Corporation.

In connection with the recording of Amendment No. 1, please note  
the following information:

Name and Address of Lessor: HM Joint Venture  
c/o Helm Equipment Leasing  
Corporation  
One Embarcadero Center, Suite 3500  
San Francisco, CA 94111

Name and Address of Lessee: Arch Coal Sales Co., Inc.  
City Place One, Suite 350  
St. Louis, MO 63141

Equipment: Forty-one (41) open top coal hopper  
railcars (see Annex A.1. to  
Amendment No. 1 for Car Numbers)

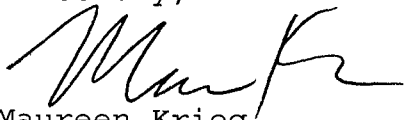
Ms. Mildred Lee  
Interstate Commerce Commission  
July 18, 1994  
Page 2

Previous ICC Filing:

Memorandum of Lease filed on June  
30, 1993, Recordation No. 18288.

Please file Amendment No. 1 under the next available recordation number. The filing fee of eighteen dollars (\$18.00) is included in the enclosed check.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Maureen Krieg', written in dark ink.

Maureen Krieg  
Contracts Administrator

mek  
Enclosures (2)

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

JULY 21, 1994

MAUREEN KRIEG  
HELM FINANCIAL CORPORATION  
ONE EMBARCADERO CENTER  
SAN FRANCISCO DCA 94111

Dear MS. KRIEG:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/20/94 at 3:10PM, and assigned recordation number(s). 18288-A, 18908, 18909, 18910.

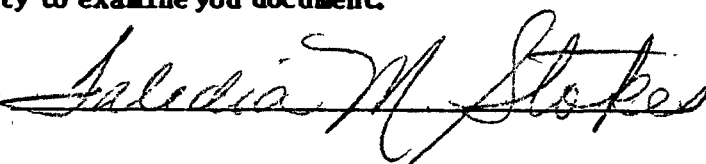
Sincerely yours,

Sidney L. Strickland, Jr.  
Secretary

Enclosure(s)

\$ 72.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



JUL 20 1994 -3 10 PM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

**THIS AMENDMENT NO. 1** (the "**Amendment**") to the Lease of Railroad Equipment dated as of April 1, 1993 (the "**Lease**") between **HM JOINT VENTURE ("Lessor")** and **ARCH COAL SALES COMPANY, INC., as assignee of ARCH TRANSPORTATION CORPORATION ("Lessee")** is made as of May 5, 1994 between Lessor and Lessee.

**R E C I T A L S :**

- A. Lessor and Lessee are parties to the Lease pursuant to which the one hundred fifty (150) open top coal hopper railcars as described in Annex A to the Lease (the "**Unit(s)**") were leased by Lessor to Lessee.
- B. Lessor and Lessee desire to terminate the Lease for the Units ("**Terminated Unit(s)**").
- C. Lessor and Lessee desire to add to the Lease the forty-one (41) open top coal hopper railcars described in Annex A.1. attached hereto ("**Replacement Unit(s)**").
- D. The parties desire to amend the Lease as provided herein.

**NOW, THEREFORE,** in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

- 1. All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2. This Amendment shall become effective on the date of its full execution by both parties.
- 3. Effective as of February 15, 1994, the Term of the Lease shall be deemed to have terminated for each Terminated Unit and shall be deemed to have commenced for each Replacement Unit.
- 4. Effective as of February 15, 1994, Annex A to the Lease shall be replaced by Annex A.1. and wherever Annex A appears in the Lease it shall be deemed to be Annex A.1.
- 5. Except as explicitly set forth herein, "**Unit(s)**" as used in the Lease shall mean each Terminated Unit and each Replacement Unit.
- 6. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
- 8. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken

together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, Lessor and Lessee each pursuant to due authority have caused this Amendment No. 1 dated as of May 5, 1994 to be signed in their respective corporate names on the dates indicated below their signatures.

**LESSOR**

**HM JOINT VENTURE**  
a Kentucky Joint Venture

By: **HELM EQUIPMENT LEASING  
CORPORATION, a general  
partner**

By: *Don K. Eddy*  
Title: Executive Vice President  
Date: 6-17-94

and

By: **MANSBACH REALTY COMPANY,  
a general partner**

By: *Shirley Mansbach*  
Title: President  
Date: 6-15-94

**LESSEE**

**ARCH COAL SALES COMPANY, INC.**

By: *Joseph J. Stearns*  
Title: VP - Transport & Distribution  
Date: 6/10/94

STATE OF CALIFORNIA

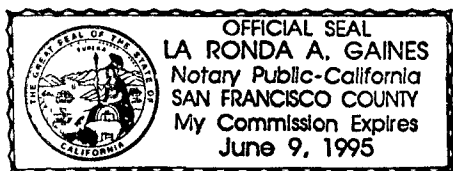
COUNTY OF SAN FRANCISCO

On June 17, 1994, before me, LA Ronda A. Gaines  
personally appeared Richard C. Kirchner, President of **HELM**  
**EQUIPMENT LEASING CORPORATION**, David R. Eckles, Executive Vice President

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



LA Ronda A. Gaines

SIGNATURE OF THE NOTARY

STATE OF KENTUCKY )

) §

COUNTY OF BOYD )

On this 15<sup>th</sup> day of June, 1994, before me personally appeared Gerald Mansbach, to me personally known, who, being by me duly sworn, says that he is President of **MANSBACH REALTY COMPANY** that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Edward B. Renneker  
Notary Public

My Commission Expires:

12/6/94

[Notarial Seal]



STATE OF MISSOURI       )  
                                      )  
COUNTY OF ST. LOUIS    )

On this 10 day of JUNE, 1994, before me personally appeared JOSEPH L. STEARMAN, to me personally known, who, being by me duly sworn, says that he is V.P. TRANSPORTATION & DIST. of **ARCH COAL SALES COMPANY, INC., as assignee of ARCH TRANSPORTATION CORPORATION**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia K. Dabard  
Notary Public

My Commission Expires: 6/7/97

[Notarial Seal]

*[Faint circular notary seal impression]*

ANNEX A.1.  
to the Lease of Railroad Equipment  
between HM Joint Venture and Arch Coal Sales Company, Inc., as  
assignee of Arch Transportation Corporation  
dated as of April 1, 1993, as amended

**Equipment Description**

Forty-one (41), 3,422 cubic foot, 100-ton capacity, roller bearing, three pocket open top coal hopper railcars; manufactured by Bethlehem Steel in 1967.

**Unit Numbers**

HMJV 87009  
HMJV 87021  
HMJV 87026  
HMJV 87046  
HMJV 87072  
HMJV 87086  
HMJV 87110  
HMJV 87138  
HMJV 87160  
HMJV 87184  
HMJV 87192  
HMJV 87195  
HMJV 87205  
HMJV 87219  
HMJV 87233  
HMJV 87249  
HMJV 87254  
HMJV 87259  
HMJV 87277  
HMJV 87280  
HMJV 87288  
HMJV 87293  
HMJV 87296  
HMJV 87306  
HMJV 87308  
HMJV 87316  
HMJV 87336  
HMJV 87337  
HMJV 87342  
HMJV 87357  
HMJV 87367  
HMJV 87378  
HMJV 87399  
HMJV 87454  
HMJV 87459  
HMJV 87466  
HMJV 87467  
HMJV 87471  
HMJV 87472  
HMJV 87476  
HMJV 87499